



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: February 27, 2024.**

A handwritten signature in black ink, appearing to read "Mike Parker".

**MICHAEL M. PARKER  
UNITED STATES BANKRUPTCY JUDGE**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

IN RE:	§	
	§	
DEEPROOT CAPITAL MANAGEMENT, LLC,	§	
ET AL., <sup>1</sup>	§	BANKRUPTCY No. 21-51523-MMP
	§	LEAD CASE
DEBTORS.	§	JOINTLY ADMINISTERED

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**ORDER GRANTING TRUSTEE’S MOTION TO APPROVE COMPROMISE AND SETTLEMENT UNDER BANKRUPTCY RULE 9019 WITH RD&J, INC., ROGER W. JONES, INF SOLUTIONS, LLC, RAPHAEL VALLIER, SCOTT MILBOURNE, FINANCIAL HORIZON CONCEPTS, LLC, PAUL BURKE, JACQUELIN FARRAR, BRADFORD FARRAR, MICHAEL L. CALES, SR., DENNIS WIRTH D/B/A FIRST FIDELITY TAX & INSURANCE OF HOUSTON, SAFE MONEY SOLUTIONS, HOLLIE GANDY-DONOHUE, BLANCHARD & ASSOCIATES, INC., HUNTER BOAZ BLANCHARD, JACK GARY NACE II, AND JPMORGAN CHASE BANK, N.A.**

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On this date came on to be considered the *Trustee’s Motion to Approve Compromise and Settlement under Bankruptcy Rule 9019 with RD&J, Inc., Roger W. Jones, INF Solutions, LLC, Raphael Vallier, Scott Milbourne, Financial Horizon Concepts, LLC, Paul Burke, Jacquelin*

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<sup>1</sup> The jointly administered chapter 7 cases, along with their respective case numbers and the last four digits of each Debtor’s federal tax identification number, are: *In Re: Policy Services, Inc.*, 21-51513 (2864); *In Re: Wizard Mode Media, LLC*, 21-51514 (3205); *In Re: deeproot Pinball LLC*, 21-51515 (0320); *In Re: deeproot Growth Runs Deep Fund, LLC*, 21-51516 (8046); *In Re: deeproot 575 Fund, LLC*, 21-51517 (9404); *In Re: deeproot 3 Year Bonus Income Debenture Fund, LLC*, 21-51518 (7731); *In Re: deeproot Bonus Growth 5 Year Debenture Fund, LLC*, 21-51519 (9661); *In Re: deeproot Tech LLC*, 21-51520 (9043); *In Re: deeproot Funds LLC*, 21-51521 (9404); *In Re: deeproot Studios LLC*, 21-51522 (6283); and *In Re: deeproot Capital Management, LLC*, 21-51523 (2638) (collectively, the “**Bankruptcy Estates**”).

*Farrar, Bradford Farrar, Michael L. Cales, Sr., Dennis Wirth d/b/a First Fidelity Tax & Insurance of Houston, Safe Money Solutions, Hollie Gandy-Donohue, Blanchard & Associates, Inc., Hunter Boaz Blanchard, Jack Gary Nace, II, JPMorgan Chase Bank, N.A.* (the “**Motion**”).<sup>2</sup> The Court finds that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iii) the relief requested in the Motion is in the best interests of deeproot Funds, LLC, its Bankruptcy Estate, and the creditors; (iv) proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and (v) good and sufficient cause exists for the granting of the relief requested.

**IT IS THEREFORE ORDERED** that the RD&J Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit B, and the Motion are, in all things, **APPROVED**.

**ORDERED** that the INF Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit C, and the Motion are, in all things, **APPROVED**. It is further

**ORDERED** that the Wirth Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit D, and the Motion are, in all things, **APPROVED**. It is further

**ORDERED** that the FHC Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit E, and the Motion are, in all things, **APPROVED**. It is further

**ORDERED** that the Cales Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit F, and the Motion are, in all things, **APPROVED**. It is further

**ORDERED** that the SMS Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit G, and the Motion are, in all things, **APPROVED**. It is further

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

**ORDERED** that the B&A Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit H, and the Motion are, in all things, **APPROVED**. It is further

**ORDERED** that the Nace Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit I, and the Motion are, in all things, **APPROVED**. It is further

**ORDERED** that the Chase Bank Settlement Agreement incorporated by reference herein and attached to the Motion as Exhibit J, and the Motion are, in all things, **APPROVED**. It is further

**ORDERED** that Trustee and the RD&J Defendants are hereby authorized and directed to take any and all actions necessary to consummate the RD&J Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and the INF Defendants are hereby authorized and directed to take any and all actions necessary to consummate the INF Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and Wirth are hereby authorized and directed to take any and all actions necessary to consummate the Wirth Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and the FHC Defendants are hereby authorized and directed to take any and all actions necessary to consummate the FHC Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and Cales are hereby authorized and directed to take any and all actions necessary to consummate the Cales Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and the SMS Defendants are hereby authorized and directed to take any and all actions necessary to consummate the SMS Financial Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and the B&A Defendants are hereby authorized and directed to take any and all actions necessary to consummate the B&A Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and Nace are hereby authorized and directed to take any and all actions necessary to consummate the Nace Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that Trustee and Chase Bank are hereby authorized and directed to take any and all actions necessary to consummate the Chase Bank Settlement Agreement and conclude the transactions proposed in the Motion. It is further

**ORDERED** that in the event the RD&J Settlement Agreement is voided by the Trustee or the RD&J Defendants, the Trustee shall file a notice with the Court that the RD&J Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the INF Settlement Agreement is voided by the Trustee or the INF Defendants, the Trustee shall file a notice with the Court that the INF Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the Wirth Settlement Agreement is voided by the Trustee or the Wirth, the Trustee shall file a notice with the Court that the Wirth Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the FHC Settlement Agreement is voided by the Trustee or the FHC Defendants, the Trustee shall file a notice with the Court that the FHC Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the Cales Settlement Agreement is voided by the Trustee or Cales, the Trustee shall file a notice with the Court that the Cales Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the SMS Settlement Agreement is voided by the Trustee or the SMS Defendants, the Trustee shall file a notice with the Court that the SMS Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the B&A Settlement Agreement is voided by the Trustee or the B&A Defendants, the Trustee shall file a notice with the Court that the B&A Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the Nace Settlement Agreement is voided by the Trustee or Nace, the Trustee shall file a notice with the Court that the Nace Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that in the event the Chase Bank Settlement Agreement is voided by the Trustee or Chase Bank, the Trustee shall file a notice with the Court that the Chase Bank Settlement Agreement is void and of no force and effect. It is further

**ORDERED** that this Court shall **RETAIN** jurisdiction to hear and determine all matters arising from the implementation of this Order.

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**Submitted by:**

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***ATTORNEYS FOR JOHN PATRICK LOWE,***

***CHAPTER 7 TRUSTEE FOR THE JOINTLY***

***ADMINISTERED BANKRUPTCY ESTATE OF***

***DEEPROOT CAPITAL MANAGEMENT, LLC, ET AL.***